

## **REMARKS**

These Remarks and the accompanying Amendment are intended to reflect the substance of the 10/14/2004 telephone conference between Examiner Charles R. Kyle and Attorney Paul S. Rooy. As agreed in that conference, claim 1 has been amended to overcome the 35 U.S.C. § 112 rejections. Arguments are presented for the allowability of claim 1. Claims 4 – 6 have been cast in independent form, and arguments for their allowability presented. As a result of the adjunct amendments, it is hoped that the instant Application is now in condition of allowability.

The following remarks are directed to Page 2, Pars. 1 - 3 of the Office Action mailed 7/19/2004:

Claim 1 steps H, I, and J have been amended to overcome the 35 U.S.C. § 112 rejections.

The following remarks are directed to Page 2, Pars. 3 6 Par. 2 of the Office Action mailed 7/19/2004:

The art cited do not include steps D and E of the instant method. Step D specifies the lender accesses site information by means of a lender password. Step E specifies the lender issues the buyer password directly to the buyer. Claim 1 step E has been amended to clarify that the lender issues a buyer password directly to the buyer. In sharp contrast, the references cited teach that the buyer password is issued the buyer by an intermediary “operator”.

The advantages in the instant method step of the lender issuing the buyer password directly to the buyer are significant. Miss-communications are avoided by the direct communication between the lender and the buyer. The child's game of "telegraph" involves one person whispering a message to a second, who passes it on to a third, who communicates it to a fourth, and so on. At the end of the line, the resultant message is rarely the same as the initial message from the first person.

Similarly, where an intermediary exists between the lender and the buyer, the possibility of "telegraph" style miscommunications may occur. Thus, the instant advantage of direct receipt of the buyer from the lender enhances accurate communications.

In addition, where a buyer receives his password directly from the lender, a better relationship is established from the start. The lender is non-verbally communicating to the buyer that his password is too important to leave to a third party – the lender insists on performing this personal service himself. A relationship that starts out on a positive note has a better chance of culminating in the parties successfully conducting business together. Therefore, the instant method step E distinguishes the instant method from the prior art cited, and rejection under 35 U.S.C. § 103 is improper for claimed features lacking. Consequently, Applicant respectfully requests reconsideration and withdrawal of the 35 U.S.C. § 103 rejection of claim 1.

In addition, none of the references cited teach the method step of claim 4. Claim 4 specifies that the operator will provide pictures of the edifice offered for sale to post on the web site. Anderson '674 does teach the *seller* providing pictures, but does not teach that the *site operator* may provide the pictures. The web site operator providing pictures is an important convenience and

time-saving function from the seller's point of view, and is not contained in the prior art. Therefore, this instant method step distinguishes the instant method from the prior art cited, and rejection under 35 U.S.C. § 103 is improper for claimed features lacking. Consequently, Applicant respectfully requests re-consideration and withdrawal of the 35 U.S.C. § 103 rejection of claim 4.

Regarding claim 5, none of the references cited teach the provision of a lockbox to the seller by the operator. This is an important convenience and time-saving function from the seller's point of view, and is not contained in the prior art. Therefore, this instant method step distinguishes the instant method from the prior art cited, and rejection under 35 U.S.C. § 103 is improper for claimed features lacking. Consequently, Applicant respectfully requests re-consideration and withdrawal of the 35 U.S.C. § 103 rejection of claim 5.

Regarding claim 6, the cited references do not provide for a contract to be down-loaded by the seller. This is an important convenience and time-saving feature for the seller. Therefore, this instant method step distinguishes the instant method from the prior art cited, and rejection under 35 U.S.C. § 103 is improper for claimed features lacking. Consequently, Applicant respectfully requests re-consideration and withdrawal of the 35 U.S.C. § 103 rejection of claim 5.

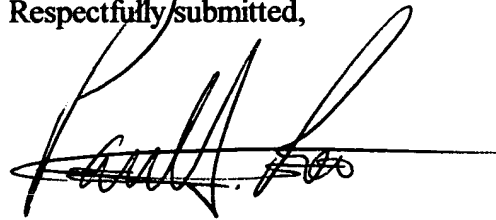
## **ADDITIONAL FEE**

A \$44 check to "Commissioner for Patents" is herewith enclosed for the one independent claim in excess of three created by the accompanying Amendment.

## **CONCLUSION**


Applicant requests reconsideration and withdrawal of the rejections. Per the 10/14/2004 telephone conference between Examiner Kyle and Attorney Rooy, Examiner Kyle graciously agreed to call Attorney Rooy after reviewing this Amendment and Remarks to resolve any details standing in the way of approval of those claims that are substantially in condition of allowability as a result of the accompanying Amendment.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Paul S. Rooy", written over a horizontal line.

Paul S. Rooy  
Reg. No. 35,338

I hereby certify this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria VA 22213-1450 on 10/14/2004.

Signed   
Reg. No. 35,338

Date 10/14/2004.